



2017 TERMS AND CONDITIONS

TERMS: By submitting an order, you accept and are bound by the terms and conditions of this Agreement. You may also be bound by additional terms that may be found on Unitone's two-year Limited Cartridge Warranty. Purchasers must be resellers of imaging supplies and provide Unitone with a copy of tax exemption certificate or resellers permit from their resident state. Purchaser shall pay all sales, use and other taxes in connection with the goods covered by Unitone invoices. The following are the accepted forms of payment: C.O.D., company check, Wire Transfer; VISA, MasterCard, American Express and Discover Card. NET 30 terms are available upon credit approval and will be valid for one year. Unitone requires all Net Term customers to submit a signed credit application each year in order to maintain a terms account. Wire transfer, company check and cash are the only forms of payment that will be accepted on any account with Net Terms. Net Terms customers that pay by credit card will be charged a 2% credit card processing fee per credit card transaction. A \$30.00 charge will be assessed on all returned NSF checks. Accounts are considered delinquent 30 days after invoice date and are put on credit hold. A 1-½ % finance charge per month will be applied to all open balances that are 30 days past the invoice date. In the event Purchaser fails to pay Unitone within the terms agreed upon Unitone has the right to initiate collections action. Purchaser agrees to pay Unitone's collection expenses, including but not limited to administrative and attorney's fees. Delinquent accounts may not utilize reduced or free freight programs. If a customer provides a credit card for payment and charges are rejected by the credit card company for any reason, Unitone hereby provides the notice that it reserves the right, and customer authorizes Unitone, to continue to attempt to secure payment through any authorized credit card for as long as unpaid balances remain on the customer's account. If credit card is declined, an administrative fee of \$15.00 will be assessed. If for any reason you find it necessary to cancel your order after your credit card has been charged, there will be a credit memo issued to your account for future use. All credit card changes or new credit cards added to your account will require a signed credit card authorization form before the order will be processed.

RETURN POLICY: A Return Material Authorization (RMA) number and form are required for the return of all defective or unused products. All product carried by Unitone has a barcode for the purpose of identification. ImageMaster brand cartridges have a 7 digit barcode. **Barcodes must be provided for each cartridge when requesting a RMA.** There will be a \$20.00 handling charge if barcode isn't provided on a return and the product returned is not ours in addition to any and all freight charges associated with the return. All returns must be packed in original packaging using padding to protect the cartridge in transit. Unused returns must have original packaging with no markings, labels and be intact in order for credit to be given. If product is returned in packaging that does not protect the product, the product will not be tested and no credit will be given for any items in the package. A test copy must accompany defective cartridges or they will not be processed. Credit will not be issued for broken product, damaged product or product that does not belong to Unitone. Warranty does not apply to products that experience problems resulting from misuse, improper storage, or operation outside of the published environmental specifications for the printer product or exhibit wear from ordinary use. If a return is deemed to not belong to Unitone or is broken or damaged you will be notified and have 30 days to decide if you want the product returned to you at your own cost. Product that is not ours and returned using our return label will be subject to the current return label fee and all applicable administrative fees. Unitone is not responsible and will not be held accountable for product shipped to us in error. All replacement orders will be invoiced and freight will be charged. Freight

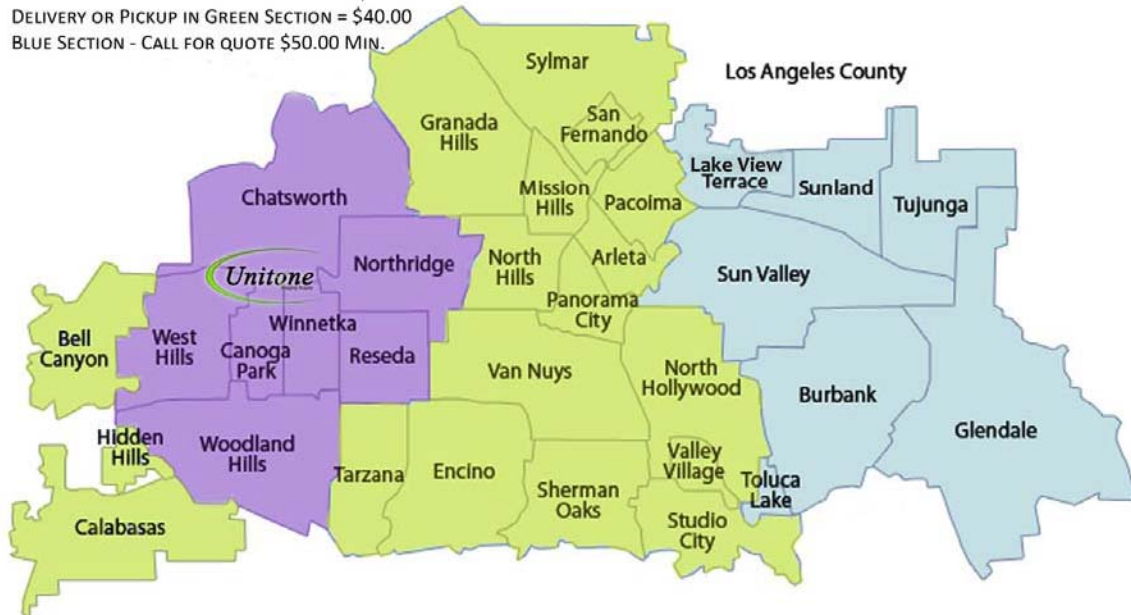
will be credited back when defective product is returned and deemed to be Unitone product and defective. Defective items will be credited based on prorated usage, including shipping charges. If a cartridge that is returned contains less than 10% toner remaining in the cartridge it is considered empty and not covered under warranty. There will be no credit issued if the returned cartridge is determined to be empty upon evaluation. Unused Unitone product will be accepted if returned within 90 days from date of purchase and a RMA was issued. Refused and unused product is subject to a minimum of 15% restocking fee and the original outbound freight where applicable. Unused product returned after 90 days from date of purchase may be eligible to be returned on a case by case basis. Unused Unitone product returned after 90 days will be charged any applicable freight charges and the following restocking fees: 91-180 days 30% restocking fee; 181-365 days 50% restocking fee. Unused product will not be accepted under any circumstance after the 365th day. Unused product that has been discontinued by Unitone will no longer be eligible for return. Unitone will not issue return labels for unused returns. Return shipping charges are the responsibility of the customer. Unitone recommends you ship via insured ground service with a tracking number. We are not responsible for lost or damaged packages. Credit memos must be used for purchase of Unitone product or applied towards open invoices within 90 days from date of issue. Credits not used within 90 days from credit memo date are null and void. We do not issue checks or refunds on returned product. Unitone does not issue cash refunds or refunds back to credit cards. If special arrangements are made for a credit card charge back on any returned product, Unitone reserves the right to charge 4% of the credit amount for processing. All defective and unused products that were outsourced by Unitone will be accepted if returned 180 days from the date of purchase. Defective ImageMaster product returned to Unitone that is past the two-year warranty will not be eligible to receive credit and Unitone will not be responsible for returning product to Customer. All sales are final on any product shipped outside of the United States, special order and build to order items. Special order and build to order products may not be cancelled without penalty if cancelled after the build process has begun. In the event that Unitone allows a special order return, a 50% restocking fee will be assessed. International orders are non refundable.

CLAIMS: Customer must verify the contents and price of shipment and notify Unitone, in writing via e-mail or fax, within 5 working days of delivery if there is any discrepancy. Claims for pricing or freight charges will not be allowed unless made within 7 days of invoice date. Unitone is not responsible for lost or damaged promotional supplements such as gift cards, candy, catalogs, flyers, etc. All shipments that are shipped by Unitone carry up to \$100 insurance through the shipping carrier. Unitone will only be able to credit back up to \$100.00 on shipments that are lost, damaged, delivered to wrong address or otherwise delayed by the carrier once the claim is paid by said carrier. The credit will be issued directly to the applicable invoice and you will be responsible for paying any balance left after the credit is applied. If you will require more insurance per shipment you must notify your sales rep when placing the order. The shipment can be processed with a declared value and the increase in the freight amount will be charged on the invoice. Unitone is not responsible for covering the freight on any packages that are reshipped.

MARKET FLUCTUATION: Prices and availability of the enclosed products are subject to change without notice. Every effort is made to ensure prices are accurate, however errors may occur. We reserve the right to bill corrected prices. The most recent price list supersedes previously published price lists regardless of special pricing agreements.

LOCAL DELIVERY: Unitone reserves the right to deliver orders with our own trucks within a 25-mile radius of Unitone Imaging Supply within Los Angeles County. Deliveries outside of Los Angeles County will be quoted on a case by case basis. Individual orders totaling **\$500.00 or more** will be delivered at no charge to the customer. Individual orders totaling under **\$500.00** will be assessed a local delivery charge as follows:

DELIVERY OR PICKUP IN PURPLE SECTION = \$25.00
DELIVERY OR PICKUP IN GREEN SECTION = \$40.00
BLUE SECTION - CALL FOR QUOTE \$50.00 MIN.



FULFILLMENT: Unitone provides blind and double blind drop-ship for our resellers. Our logo or identity will not be found in or on the box or paper work attached. Unitone uses FedEx, Ontrac, UPS, United States Postal Service or commercial truck for shipments inside and outside of the Local Delivery Area. Ground service orders totaling \$500.00 or more are shipped free within the United States with the exception of Hawaii and Alaska. Unitone reserves the right to choose the carrier for any shipment in which Unitone is covering the freight charge. Orders totaling under \$500.00 will be billed freight. Each package is subject to a \$3.00 handling charge. Handling charges are per box, not per order, and are applicable to all shipments, regardless of freight agreements. Freight charges for the shipment of outsourced products are the responsibility of the customer, regardless of freight agreements. Estimated freight quotes are available upon request. Estimates are roughly calculated and may fluctuate when the shipment is processed. All surcharges and fees charged by the freight carriers will be passed on to the customer regardless of freight agreements. This includes but is not limited to: Residential Delivery Charge, Delivery Area Surcharge, Delivery Reattempt Charge, Extended Service Area Delivery or Pick up, Reroute of Shipment, Address Correction, Missing or Invalid Account Number (including account number correction when an account number is provided), Direct Signature Required, Indirect Signature Required, Adult Signature Required, Inside Pickup or Delivery and Liftgate Service. If an item is lost or damaged in shipping, the receiver must notify the driver and note the damage/missing item(s) on the delivery paperwork and notify Unitone as soon as the shortage or damage is discovered. If the shipment is damaged or items are missing and it is not noted at the time of delivery, Unitone will not be able to file a claim with the carrier and the product will be the responsibility of the customer.

In the rare case that a package is marked as delivered by the carrier, but the recipient reports they have yet to receive it - Unitone is not responsible for covering the cost of reshipping the order. If customer is unable to locate the package you will need to place a new purchase order to have it reshipped. If you'd like to file a claim with the carrier for reimbursement, Unitone customer support can assist you in this process.

DELAYS: Unitone will not be liable for any delay in the performance of orders or contracts, delivery or shipment of goods, or for any loss or damage suffered by the purchaser for any reason of such delay, whether or not the delay is the result of Unitone's negligence. Delivery dates and/or shipping dates are approximate. Failure to provide notice of delay does not constitute grounds for cancellation. Customer is responsible for any freight, surcharges, fees and handling charges on back ordered items. Shipping Carrier Policies are available on each carrier's website and are subject to their specific terms and conditions and may change without notice.

WARRANTY: See Unitone's Two-Year Limited Laser Cartridge Warranty.

CHOICE OF LAW AND VENUE: The law of the State of California shall apply to and have control of the interpretation and validity of this agreement. Any dispute over the terms of this agreement or arising out of this agreement shall be litigated in the Federal and State general courts in and for Los Angeles County, California.